

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

July 31, 2018

CONTRACT PAVING CO. PO BOX 308 TYE, TX 79563 - 0000

Contract Number: 05183018 Control: 0006-18-058 Project: C 6-18-58 Highway: BI 20-R County: TAYLOR

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding today one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Please direct any questions to the CST Construction Section - Letting Branch at (512) 416-2590.

Sincerely,

Jesse Lineberger

Director, Construction & Maintenance Contract Letting

cc: ABL District Construction

BONDED BY:

SURETEC INSURANCE COMPANY BOND NO. 4415170



CONTRACT NO.	05183018	
CONTROL	0006-18-058	_
PROJECT	C 6-18-58	_
HIGHWAY	BI 20-R	_
COUNTY	TAYLOR	_

CONTRACT

between

STATE OF TEXAS

and

CONTRACT PAVING CO.

for

CONSTRUCTION OF 6.533 MILES

of

BI 20-R

in

TAYLOR COUNTY

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO. 05183018

CONTROL 0006-18-058

PROJECT C 6-18-58

HIGHWAY BI 20-R

COUNTY TAYLOR

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **CONTRACT PAVING CO.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in 162 WORKING days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

PROJECT: C 6-18-58 CCSJ BIDDER DATE DIV JOB COUNTY: TAYLOR 000618058 1 5 18 48 18

ITEM		. ITEM DESCRIPTION	
NO.		. UNIT APPROX. QUANT. UNIT BID PRICE	
104	6021	REMOVING CONC (CURB)	
		LF 128.000 9.480	1,213.44
104	6028	REMOVING CONC (MISC) SY 15.000 24.000	360.00
104	6054	REMOVING CONCRETE (MOW STRIP) LF 838.000 5.000	4 100 00
110	6001	EXCAVATION (ROADWAY)	
164	6009	CY 20.000 80.000 BROADCAST SEED (TEMP) (WARM)	1,600.00
		SY 2,530.000 .250	632.50
164	6011	BROADCAST SEED (TEMP) (COOL) SY 2,530.000 .150	379.50
164	6027	CELL FBR MLCH SEED (PERM) (URBAN) (CLAY) SY 2,530.000 .250	632.50
168	6001	VEGETATIVE WATERING	
169	6005	MG 42.700 65.000 SOIL RETENTION BLANKETS (CL 2) (TY E)	2,775.50
169	6006	SY 2,015.000 1.000 SOIL RETENTION BLANKETS (CL 2) (TY F)	2,015.00
		SY 515.000 2.000	1,030.00
316	6001	ASPH (MULTI OPTION) GAL 135,948.000 3.850	523,399.80
316	6224	AGGR (TY-PB GR-4 SAC-B)	
344	6011	CY 2,516.000 86.000 SUPERPAVE MIXTURES SP-B PG64-22	216,376.00
346	6030	TON 28.000 100.000 STONE-MTRX-ASPH SMA-F SAC-B PG76-22	2,800.00
		TON 31,164.000 101.770	3,171,560.28
351	6004	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8") SY 2,065.000 55.000	113,575.00
354	6045	PLANE ASPH CONC PAV (2") SY 283,246.000 .700	198,272.20
432	6024	RIPRAP (STONE COMMON) (DRY) (12 IN)	
432	6045	CY 84.000 125.000 RIPRAP (MOW STRIP) (4 IN)	10,500.00
		CY 129.000 695.500	89,719.50
438	6009	CLEANING EXISTING JOINTS LF 640.000 16.500	10,560.00
454	6008	HEADER TYPE EXPANSION JOINT CF 214.000 425.000	90,950.00
			,

PROJECT: C 6-18-58 CCSJ BIDDER DATE DIV JOB COUNTY: TAYLOR 000618058 1 5 18 48 18

	DESC		ITEM DESCRIPTION	
			UNIT APPROX. QUANT. UNIT BID PRICE	
454	6009		JOINT SEALANT	
131	0005		LF 640.000 15.000	9.600.00
459	6006		GABION MATTRESSES (GALV) (9 IN)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
			SY 231.000 195.000	45,045.00
480	6001		CLEAN EXIST CULVERTS	
			EA 3.000 550.000	1,650.00
500	6001		MOBILIZATION	
F00	6001		LS 1.000 175,000.000	175,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO 9.000 5,000.000	45,000.00
506	6002	002	ROCK FILTER DAMS (INSTALL) (TY 2)	43,000.00
500	0002	002	LF 178.000 15.000	2,670.00
506	6011	002	ROCK FILTER DAMS (REMOVE)	•
			LF 88.000 8.000	704.00
512	6009		PORT CTB (FUR & INST) (LOW PROF) (TY 1)	
			LF 960.000 10.000	9,600.00
512	6010		PORT CTB (FUR & INST) (LOW PROF) (TY 2)	100 00
512	6057		LF 40.000 10.000 PORT CTB (REMOVE) (LOW PROF) (TY 1)	400.00
212	6057		LF 960.000 10.000	9,600.00
512	6058		PORT CTB (REMOVE) (LOW PROF) (TY 2)	5,000.00
			LF 40.000 10.000	400.00
514	6001		PERM CTB (SGL SLOPE) (TY 1) (42)	
			LF 100.000 42.000	4,200.00
529	6002		CONC CURB (TY II)	
			LF 94.000 55.000	5,170.00
530	6006		DRIVEWAYS (SURF TREAT) SY 19,212.000 4.320	82,995.84
540	6001		MTL W-BEAM GD FEN (TIM POST)	02,990.04
240	0001		LF 1,400.000 22.470	31,458.00
540	6002		MTL W-BEAM GD FEN (STEEL POST)	,
				20,544.00
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION	
			EA 4.000 1,107.450	4,429.80
540	6021		MTL THRIE-BEAM GD FEN (TIM POST)	
W E 4.0	6000		EA 2.000 1,926.000	3,852.00
540	6022		MTL THRIE-BEAM GD FEN (STEEL POST) EA 3.000 2,086.500	6 2E0 E0
542	6001		REMOVE METAL BEAM GUARD FENCE	6,259.50
242	0001		LF 3,174.000 3.210	10,188.54
			- •	,

PROJECT: C 6-18-58 CCSJ BIDDER DATE DIV JOB COUNTY: TAYLOR 000618058 1 5 18 48 18

ITEM			ITEM DESCRIPTION	
			UNIT APPROX. QUANT. UNIT BID PRICE	
542	6004		RM MTL BM GD FENCE TRANS (THRIE-BEAM)	
			EA 6.000 321.000	1,926.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA 5.000 2,835.500	14,177.50
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA 12.000 321.000	
618	6046		CONDT (PVC) (SCH 80) (2")	
618	6054		LF 785.000 42.800 CONDT (PVC) (SCH 80) (3") (BORE)	
624	6009		LF 2,350.000 46.010 GROUND BOX TY D (162922)	108,123.50
			EA 38.000 1,605.000	60,990.00
644	6071		RELOCATE SM RD SN SUP&AM TY TWT EA 3.000 856.000	2,568.00
658	6014		INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI) EA 1.000 21.400	
658	6062		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	
662	6109		EA 25.000 42.800 WK ZN PAV MRK SHT TERM (TAB)TY W	
662	6110		EA 5,035.000 .520 WK ZN PAV MRK SHT TERM (TAB)TY Y	2,618.20
			EA 3,105.000 2.000	6,210.00
666	6030	007	REFL PAV MRK TY I (W)8"(DOT)(100MIL) LF 438.000 5.350	2,343.30
666	6036	007	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	•
666	6042	007	LF 8,981.000 .800 REFL PAV MRK TY I (W)12"(SLD)(100MIL)	
666	6048	007	LF 1,198.000 4.280 REFL PAV MRK TY I (W)24"(SLD)(100MIL)	5,127.44
			LF 2,215.000 6.420	14,220.30
666	6147	007	REFL PAV MRK TY I (Y)24"(SLD)(100MIL) LF 347.000 6.420	2,227.74
666	6176	007	REFL PAV MRK TY II (W) 8" (DOT) LF 438.000 1.070	468.66
666	6178	007	REFL PAV MRK TY II (W) 8" (SLD)	
666	6180	007	LF 8,981.000 .320 REFL PAV MRK TY II (W) 12" (SLD)	2,873.92
666	6182	007	LF 1,198.000 2.140 REFL PAV MRK TY II (W) 24" (SLD)	2,563.72
000	0102	007	LF 2,215.000 3.210	7,110.15

 PROJECT:
 C 6-18-58
 CCSJ
 BIDDER
 DATE DIV JOB

 COUNTY:
 TAYLOR
 000618058
 1
 5 18 48 18

	DESC		ITEM DESCRIPTION	
	CODE		UNIT APPROX. QUANT. UNIT BID PRICE	
666	6214	007	REFL PAV MRK TY II (Y) 24" (SLD)	
000	0214	007	LF 347.000 2.140	742 58
666	6300	007	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	742.50
000	0000	00.	LF 16,496.000 .300	4,948.80
666	6303	007	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	,
			LF 53,079.000 .300	15,923.70
666	6312	007	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	
			LF 4,994.000 .300	1,498.20
666	6315	007	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	15 061 00
666	6322	007	LF 53,204.000 .300 RE PM W/RET REQ TY II (W) 4" (BRK)	15,961.20
000	0322	007	LF 16,496.000 .210	3 464 16
666	6323	007	RE PM W/RET REQ TY II (W) 4" (SLD)	3,404.10
000	0323	007	LF 53,079.000 .210	11,146.59
666	6326	007	RE PM W/RET REQ TY II (Y) 4" (BRK)	•
			LF 4,994.000 .210	1,048.74
666	6327	007	RE PM W/RET REQ TY II (Y) 4" (SLD)	
			LF 53,204.000 .210	11,172.84
668	6077		PREFAB PAV MRK TY C (W) (ARROW)	10 040 00
<i>CC</i> 0	COOF		EA 48.000 267.500	12,840.00
668	6085		PREFAB PAV MRK TY C (W) (WORD) EA 46.000 267.500	12,305.00
668	6092			12,303.00
000	0032		EA 62.000 21.400	1,326.80
672	6007		REFL PAV MRKR TY I-C	•
			EA 838.000 3.210	2,689.98
672	6009		REFL PAV MRKR TY II-A-A	
			EA 743.000 3.210	2,385.03
672	6010		REFL PAV MRKR TY II-C-R	1 504 75
(7)	C01C		EA 475.000 3.210	1,524.75
672	6016		TRAFFIC BUTTON TY W EA 294.000 2.570	755.58
672	6017		TRAFFIC BUTTON TY Y	755.50
072	0017		EA 104.000 2.570	267.28
677	6001		ELIM EXT PAV MRK & MRKS (4")	11.
6			LF 5,465.000 .540	2,951.10
677	6003		ELIM EXT PAV MRK & MRKS (8")	
			LF 1,509.000 .540	814.86
677	6007		ELIM EXT PAV MRK & MRKS (24")	
			LF 145.000 3.210	465.45

ITEM	DESC	SP.	ITEM DES	CRIPTION			
NO.	CODE	NO.				UNIT BID PRICE	EXTENSION
677	6008		ELIM EXT	DAW MDK	r MDKG	(ADDOW)	
077	0000		EA EA	TAV MICK	8.000	53.500	428.00
677	6012		ELIM EXT	PAV MRK			
			EA		5.000	53.500	267.50
678	6001		PAV SURF				
680	6004		LF	•		.210	1,147.65
678	6004		PAV SURF		R MRK (8 09.000	.210	216 00
678	6008		PAV SURF	•			316.89
0,0	0000		LF		15.000	.210	30.45
678	6009		PAV SURF	PREP FOR	R MRK (A		
			EA		18.000	5.350	256.80
678	6016		PAV SURF				
670	6000		EA		16.000	5.350 -	246.10
678	6023		EA		K MRK (3 52.000	6")(YLD TRI) 2.140	132.68
684	6049					G) (3 CONDR)	132.00
-			LF		30.000		13,652.80
785	6008		BRIDGE JO			L DEPTH)	
			LF		10.000	275.000	176,000.00
6001	6002		PORTABLE	CHANGEA			
6002	6001		EA VIVDS PRO	OCECCOD (4.000	10,000.000	40,000.00
6002	6001		EA EA		LO.000	10,700.000	107,000.00
6002	6002		VIVDS CAN			10,700.000	107,000.00
			EA		36.000	2,675.000	96,300.00
6002	6003		VIVDS SET				
			EA		.0.000	1,070.000	10,700.00
6002	6005					E (COAXIAL)	12 650 00
6027	6003		LF CONDUIT		30.000	1.610	13,652.80
0027	0003		LF			21.400	14,766.00
6027	6008		GROUND BO			21.100	11,700.00
			EA		37.000	1,605.000	59,385.00
6185	6001		TMA (STAT	TIONARY)			
			EA		2.000	5,000.000	10,000.00
6185	6003		TMA (MOB)			EE 000	F 700 00
			HR	TC	4.000	55.000	5,720.00
						TOTAL	5,844,817.84

CONTRACT NO. 05183018 COUNTY TAYLOR

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION Date July 31, 2018	
(Typed, Printed or Stamped Name and Title)	
RECOMMENDED FOR EXECUTION:	
fin de la company de la compan	

CONTRACTOR Party of the Second Part

CONTRACT PAVING CO.

By:		PREMOEN	5/31/18 (Date)
By:	(Title)		(Date)
ъу	(Title)		(Date)
By:			
	(Title)		(Date)

PERFORMANCE BOND

WITNESS our hand this,

Frank Siddons Insurance Agency Fort Worth, Inc. 2900 Marquita Drive Fort Worth, TX 76116-4016

CONTRACT NO.	05183018	
COUNTY	TAYLOR	
BOND NO.	4415170	

KNOW ALL PERSONS BY THESE PRESENTS:

That we CONTRACT PAVING CO. as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than five million eight hundred forty-four thousand eight hundred seventeen and 84/100 Dollars (\$5,844,817.84), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

8th day of June, 2018.

CONT	TRACT PAVING CO.	
		SURETEC INSURANCE COMPANY
*By:	CONTRACTOR PRODOW (Title)	*By: (Title) ATTORNEY-IN-FACT
-	CONTRACTOR	SURETY (Print Firm Name and Seal)
*By:	(Title)	*By:(Title)

SURETY (Print Firm Name and Seal)

(Title)

^{*}Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

117-17-17

PAYMENT BOND

CONTRACT NO.	05183018	
COUNTY	TAYLOR	
BOND NO.	4415170	

KNOW ALL PERSONS BY THESE PRESENTS:

That we **CONTRACT PAVING CO.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **five million eight hundred forty-four thousand eight hundred seventeen and 84/100** Dollars (\$5,844,817.84), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this,	20 \8	<u>ა</u> .
------------------------	-------	------------

CONTRACT PAVING CO.

		SURETEC INSURANCE COMPANY
*By:	CONTRACTOR PRODOM (Title)	*By: (Title TORNEY -IN-FACT
-	CONTRACTOR	SURETY (Print Firm Name and Seal)
*By:	(Title)	*By:(Title)
	Frank Siddons Insurance Agency Fort Worth, Inc. 2900 Marquita Drive Fort Worth, TX 76116-4016	*By:(Title)

^{*}Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Steven B. Siddons, Lorrie Scott, Holly A. Gravenor, Shirong Chen, Linda K. Edwards

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until ______ and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of April , A.D. 2017.

State of Texas s

County of Harris

SS:

By: John Knox/fr., President

On this 28th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me day sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

Jacquelyn Greenleaf, Notary Public My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

1.7	

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104 Austin, TX 78714-9104 Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

		· · · · · ·